

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Manny Diez, Public Works /Capital Projects Director

PREPARED BY: Daniel J. Oyler, Assistant Public Works Director

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT FOR THE RELOCATION OF TREE(S) AND/OR PALM(S) ALONG I-595 FROM NW 136 AVE TO THE EAST TOWN LIMITS WITHIN THE TOWN OF DAVIE AS PART OF THE I-595 RECONSTRUCTION PROJECT FM# 420809-3-52-01 AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

REPORT IN BRIEF: Approval to relocate trees from I-595 to accommodate the expansion of the interstate. Trees will be relocated to town property. Florida Department of Transportation will reimburse the town for all costs.

PREVIOUS ACTIONS: None

CONCURRENCES: Public Works Department – Sent to Town Attorney for Review

FISCAL IMPACT: Yes

Has request been budgeted? No

If no, amount needed: \$120,000

What account will funds be appropriated from: The Town currently does not have any funds appropriated for this project. Per the proposed Joint Participation

Agreement, the Town will be reimbursed by the State of Florida Department of Transportation up to \$120,000. The Town will request a budget amendment for this item (not to exceed \$120,000) in the future.

RECOMMENDATION(S): Approval of the Resolution

Attachment(s): Resolution, Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT FOR THE RELOCATION OF TREE(S) AND/OR PALM(S) ALONG I-595 FROM NW 136 AVE TO THE EAST TOWN LIMITS WITHIN THE TOWN OF DAVIE AS PART OF THE I-595 RECONSTRUCTION PROJECT FM# 420809-3-52-01 AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

WHEREAS, the Florida Department of Transportation, is proposing to make major improvements of the I-595 corridor within the Davie Town Limits; and

WHEREAS, the construction will require the relocation of existing trees/palms; and

WHEREAS, the Town desires to enter into a Joint Participation Agreement for the relocation of certain trees/palms from the I-595 corridor to selected locations with the Town of Davie with the Florida Department of Transportation; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie authorizes the appropriate Town Officials to execute the agreements with the Florida Department of Transportation. A copy of the agreement is attached as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

Contract No.: _____
FM Nos.: 424715-1-58-01
FEID No.: VF-596-046-527

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT**

THIS Joint Participation Agreement (hereinafter referred to as "AGREEMENT"), entered into this _____ day of _____, 200_____, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and **TOWN OF DAVIE**, located at **6591 ORANGE DRIVE, DAVIE, FLORIDA 33314**, hereinafter referred to as the **PARTICIPANT**.

WITNESSETH

WHEREAS, the **DEPARTMENT** and the **PARTICIPANT** are desirous of having the **PARTICIPANT** make certain improvements in connection with Financial Management (FM) 424715-1-58-01, funded in Fiscal Year 2009, for **RELOCATION OF TREE(S) AND/OR PALM(S) ALONG I-595 FROM NW 136 AVENUE TO THE EAST OF SW 26TH TERR/NEW RIVER (BETWEEN MP 9.815 TO MP 0.0) WITHIN BROWARD COUNTY, FLORIDA**. Refer to Exhibit 'A', Scope of Services, Exhibit 'B' Tree Relocation Index/"High Priority List" and Exhibit 'E', Department Form General Use Permit Application respectively, attached hereto and made of part hereof; and,

WHEREAS, for purposes of this Agreement, improvements to be made as stated above are hereinafter referred to as the **PROJECT**; and,

WHEREAS, said **PROJECT** is on the State Highway System, is not revenue producing and is contained in the **DEPARTMENT'S** Adopted Work Program; and,

WHEREAS, the improvements are in the interest of both the **PARTICIPANT** and the **DEPARTMENT** and it would be more practical, expeditious, and economical for the **PARTICIPANT** to perform such activities; and,

WHEREAS, the **PARTICIPANT** by Resolution No. _____ adopted on _____, 200_____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the **PROJECT**, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The **PARTICIPANT** shall have the responsibility to complete the **PROJECT** in accordance with the Scope of Services set forth in Exhibit "A" and Tree Relocation Index/"High Priority List" set forth in Exhibit "B".

The **PROJECT** completion date should be coordinated with the I-595 major reconstruction Project, FM# 420809-3-52-01. The **PARTICIPANT** shall contact

the **DEPARTMENT** Project Manager for the I-595 major reconstruction project, Mr. Joe Borello at 954-777-4426 for coordination of PROJECT completion.

3. The **PARTICIPANT** shall be responsible for assuring that the PROJECT complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
4. The **DEPARTMENT** agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the PROJECT available to the **PARTICIPANT** at no cost.
5. The **PARTICIPANT** shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The **PARTICIPANT** will make best efforts to obtain the **DEPARTMENT** input in its decisions.
6. The **DEPARTMENT** agrees to pay the **PARTICIPANT** for satisfactory completion and upon written approval and acceptance of all services described in Exhibit "A" of this Agreement. The total **DEPARTMENT'S** share towards this PROJECT shall not exceed **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00)**, which will be invoiced and paid based on the percentage of completion of the PROJECT, for actual costs incurred as detailed in progress reports. The **PARTICIPANT** will invoice the **DEPARTMENT** on a quarterly basis. Any cost overruns or cost increases for the PROJECT in excess of the **DEPARTMENT'S** share of **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00)** shall be the sole responsibility of the **PARTICIPANT**.

The **PARTICIPANT** will comply with the Federal and State Audit provisions and the Single Audit Compliance Requirements set forth in **Exhibit "C"** and **Exhibit "D"**, respectively which are attached hereto and made part of this Agreement.
7. The **PARTICIPANT** must submit the final invoice to the **DEPARTMENT** within 180 days after the final acceptance of the PROJECT. Invoices submitted after the 180 days time period will not be paid.
8. The **PARTICIPANT** shall apply and obtain a general use permit from the **DEPARTMENT** prior to the commencement of any work.
9. The **PARTICIPANT** will be responsible for the relocation and maintenance of all trees and/or palms. The cost of the relocation is included in the amount to be paid by the **DEPARTMENT** pursuant to this Agreement. The **PARTICIPANT** is responsible for the maintenance of all trees and/or palms at its own cost and expense.
10. The **PARTICIPANT** acknowledges and agrees that the **DEPARTMENT'S** obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.

11. In the event the PROJECT costs or PROJECT modifications increase or exceed the amount authorized in paragraph 6, the **DEPARTMENT** and the **PARTICIPANT** shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the PROJECT. Any funding increase or modifications to the PROJECT shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the **PARTICIPANT** and the **DEPARTMENT** fail to negotiate an amendment for any reason whatsoever, then the increase in the PROJECT costs will be the sole responsibility of the **PARTICIPANT**.
12. In the event it becomes necessary for the **DEPARTMENT** or **PARTICIPANT** to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
13. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the **PARTICIPANT** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this Agreement shall run to the **DEPARTMENT** and its successors.
14. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the **PARTICIPANT** and the **DEPARTMENT** until the PROJECT is **completed** as evidenced by the written acceptance of the **DEPARTMENT**, and the **PARTICIPANT** has been reimbursed pursuant to paragraph 6 above, or **December 1, 2010**, whichever occurs first.
15. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
16. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments. The **DEPARTMENT** will render a decision on the acceptability of services within 10 working days of receipt of a Progress Report. The **DEPARTMENT** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **DEPARTMENT**. Any payment withheld will be released and paid to the **PARTICIPANT** promptly when work is subsequently performed.
17. Bills for fees or other compensation for services for expenses shall be submitted in detail sufficient for proper preaudit and postaudit thereof.
18. **PARTICIPANT** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt of an invoice from the **PARTICIPANT**, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The **DEPARTMENT** has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20

calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

19. If payment is not available within 40 calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **PARTICIPANT**. Interest penalties of less than one (1) dollar will not be enforced, unless the **PARTICIPANT** requests payment. Invoices that have to be returned to the **PARTICIPANT** because of **PARTICIPANT** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
20. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the Department of Financial Services' Hotline, 1-800-848-3792.
21. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **PARTICIPANT'S** general accounting records and the **PROJECT** records, together with supporting documents and records, of the contractor and all subcontractors performing work on the **PROJECT**, and all other records of the Contractor and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
22. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."

23. The **PARTICIPANT** will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
24. The **PARTICIPANT** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **PARTICIPANT**, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **PARTICIPANT**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the Agreement without liability.
25. With respect to any of the **PARTICIPANT'S** agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this PROJECT shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The **PARTICIPANT** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
26. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
27. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
28. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: **Leos A. Kennedy, Jr.**
With a copy to: **Vanita Sharma**
A second copy to: District General Counsel

If to the PARTICIPANT:
Town of Davie
6591 Orange Drive
Davie, Florida 33314
Attn: **Chris Richter**
Landscape Inspector
With A Copy to: **City Attorney**

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

TOWN OF DAVIE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____
NAME: _____
TITLE: _____

BY: _____
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

APPROVED: (AS TO FORM)

TOWN CLERK (SEAL)

BY: _____
DISTRICT GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
TOWN'S ATTORNEY

BY: _____
PROFESSIONAL SERVICES ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES

The **PARTICIPANT** agrees to relocate healthy, desirable trees that will be impacted due to transportation improvements along I-595 from NW 136th Avenue to the east of SW 26th Terrace/ New River (MP 9.815 to MP 0.0). The **PARTICIPANT** shall be responsible for hiring a landscape contractor or providing landscape personnel who are competent, experienced, and skilled in all aspects of relocating trees and palms. The following conditions shall apply:

- a. During the tree relocation activities on the **DEPARTMENT'S** right of way, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards (series 600).
- b. The **PARTICIPANT** shall secure a general use permit from the **DEPARTMENT** prior to the commencement of any work. The **PARTICIPANT'S** representative shall meet with Permit Staff prior to permit application and provide the local maintenance office located at 5548 N.W. 9th Avenue, Fort Lauderdale, Florida 33309 (954-776-4000), a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **PARTICIPANT** shall notify the local maintenance office 48 hours prior to the start of the Project.
- c. If there is a need to restrict the normal flow of traffic it shall be done on off-peak hours (9 AM to 3 PM). The **PARTICIPANT** shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the Project. The **DEPARTMENT'S** Public Information Office shall also be notified by phone at 954-777-4092. Please provide 24 hour advance notification for any lane closures.
- d. The **PARTICIPANT** shall be responsible to clear all utilities within the Project limits.
- e. The **PARTICIPANT** shall be responsible for restoration of the original tree location site to pre-existing conditions. Pre-existing conditions include backfilling to existing surrounding grade.
- f. The **PARTICIPANT** shall notify South Florida Water Management District (**SFWMD**) for any trees being removed from their drainage canal. Please contact **SFWMD** local office for permit form.

The **PARTICIPANT** shall be responsible for preparing and submitting a relocation plan for the trees and palms they desire to relocate from the specified I-595 project limits. The Plan shall include, but not be limited to:

1. A list of the desirable trees and palms for relocation, including botanical & common name for each species, and tag number. The **PARTICIPANT** shall relocate the "high priority trees" as identified in the Tree Relocation Index (Exhibit B) prior to relocating any trees without the "high priority" designations as per Exhibit B. The **PARTICIPANT** must request approval in writing, with appropriate justification for

any changes to the “high priority” designations indicated in Exhibit B. The **PARTICIPANT** will be reimbursed for tree relocations in addition to the “high priority” trees but must remain within the budget provided in this document.

2. A location and sketch of the final planting location for the salvaged trees and palms. This location and sketch can be in the form of an aerial imagery of the area indicating the relocated tree location with tag number and written description.
3. A short descriptive summary of the **PARTICIPANT’S** tree/palm relocation process in accordance with sound arboricultural standards as established by the International Society of Arboriculture.
4. A time frame for completion of all relocation activities. The **DEPARTMENT’S** “High Priority Trees List” shall have preferential consideration for relocation.
5. Upon receipt of Notice of Completion and as-built tree / palm location plan, the District Landscape Architect, or designee shall make a final inspection of the relocation site(s) to ensure the relocations have been completed in compliance with the awarded funds and approved relocation plan. The as-built/palm location plan can be in the form of an aerial imagery indicating the relocated tree location with tag number and written description.
6. After the final inspection is completed the District Landscape Architect or designee, shall recommend invoice submission as described in the Agreement.

EXHIBIT B
Tree Relocation Index
"High Priority List"

I-595 Tree Relocation Index "High Priority List"

TAG #	AREA	COMMON NAME	BOTANICAL NAME	DBH (")	OVERALL HEIGHT (')	CANOPY RADIUS (')	CANOPY PRESENT	CANOPY AREA (SQ')	CONDITION
4293	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	6.6	12	7	100%	154	Good
61	Broward	Bald Cypress	<i>Taxodium distichum</i>	9.8	25	10	100%	314	Good
186	Broward	Bald Cypress	<i>Taxodium distichum</i>	12.6	25	10	100%	314	Good
187	Broward	Bald Cypress	<i>Taxodium distichum</i>	15.8	25	11	100%	380	Good
4	Broward	Bald Cypress	<i>Taxodium distichum</i>	13.9	25	13	100%	531	Good
29	Broward	Bald Cypress	<i>Taxodium distichum</i>	15.6	25	14	75%	462	Good
148	Broward	Bald Cypress	<i>Taxodium distichum</i>	12.6	25	9	100%	254	Good
137	Broward	Bald Cypress	<i>Taxodium distichum</i>	13.6	25	11	100%	380	Good
156	Broward	Bald Cypress	<i>Taxodium distichum</i>	15.2	25	12	100%	452	Good
158	Broward	Bald Cypress	<i>Taxodium distichum</i>	12.8	25	10	100%	314	Good
141	Broward	Bald Cypress	<i>Taxodium distichum</i>	11.7	25	9	100%	254	Good
23	Broward	Bald Cypress	<i>Taxodium distichum</i>	12.6	25	13	75%	398	Fair
62	Broward	Bald Cypress	<i>Taxodium distichum</i>	18.3	25	11	75%	285	Fair
67	Broward	Bald Cypress	<i>Taxodium distichum</i>	21.0	25	15	75%	530	Fair
60	Broward	Bald Cypress	<i>Taxodium distichum</i>	11.6	20	10	100%	314	Good
82	Broward	Bald Cypress	<i>Taxodium distichum</i>	11.0	20	9	100%	254	Good
99	Broward	Bald Cypress	<i>Taxodium distichum</i>	7.5	20	7	100%	154	Good
101	Broward	Bald Cypress	<i>Taxodium distichum</i>	8.5	20	9	100%	254	Good
102	Broward	Bald Cypress	<i>Taxodium distichum</i>	7.4	20	8	100%	201	Good
113	Broward	Bald Cypress	<i>Taxodium distichum</i>	10.7	20	10	100%	314	Good
170	Broward	Bald Cypress	<i>Taxodium distichum</i>	11.4	20	8	100%	201	Good
171	Broward	Bald Cypress	<i>Taxodium distichum</i>	11.4	20	8	100%	201	Good
172	Broward	Bald Cypress	<i>Taxodium distichum</i>	11.4	20	8	100%	201	Good
129	Broward	Bald Cypress	<i>Taxodium distichum</i>	12.9	20	10	100%	314	Good
131	Broward	Bald Cypress	<i>Taxodium distichum</i>	13.5	20	12	100%	452	Good
11	Broward	Bald Cypress	<i>Taxodium distichum</i>	8.6	20	9	50%	127	Fair
26	Broward	Bald Cypress	<i>Taxodium distichum</i>	7.8	20	5	50%	39	Fair
83	Broward	Bald Cypress	<i>Taxodium distichum</i>	10.9	20	10	50%	157	Fair
84	Broward	Bald Cypress	<i>Taxodium distichum</i>	16.0	20	12	75%	339	Fair
59	Broward	Bald Cypress	<i>Taxodium distichum</i>	11.1	15	10	100%	314	Good
4294	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	9.0	12	7	100%	154	Good
4295	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	8.3	12	7	100%	154	Good
4296	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	9.0	12	7	100%	154	Good
4297	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	10.3	12	7	100%	154	Good
4298	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	3.1	12	7	100%	154	Good
4299	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	5.5	12	7	100%	154	Good
4300	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	5.1	12	7	100%	154	Good
644	Broward	Green Buttonw'd	<i>Conocarpus erectus</i>	4.2	20	5	100%	79	Good
314	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	23.4	25	17	100%	908	Fair
369	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	22.7	25	28	50%	1,232	Fair
290	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	12.1	20	10	100%	314	Good
205	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	25.0	20	18	100%	1,018	Good

I-595 Tree Relocation Index "High Priority List"

TAG #	AREA	COMMON NAME	BOTANICAL NAME	DBH (")	OVERALL HEIGHT (')	CANOPY RADIUS (')	CANOPY PRESENT	CANOPY AREA (SQ')	CONDITION
302	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	8.4	20	11	100%	380	Good
4211	Davie	Gumbo Limbo	<i>Bursera simaruba</i>	6.5	20	8	100%	201	Good
292	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	13.0	20	13	75%	398	Fair
304	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	14.7	20	14	100%	616	Fair
4212	Davie	Gumbo Limbo	<i>Bursera simaruba</i>	6.8	18	6	100%	113	Good
658	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	5.4	15	10	100%	314	Good
676	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	3.5	15	5	100%	79	Good
225	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	11.3	15	13	100%	531	Good
295	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	16.8	15	7	100%	154	Fair
672	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	3.1	10	5	100%	79	Good
176	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	15.7	25	16	100%	804	Good
195	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	14.4	25	16	100%	804	Good
351	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	17.7	25	23	100%	1,662	Good
376	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	13.0	25	18	75%	763	Fair
321	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	21.2	25	18	50%	509	Fair
294	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	10.6	20	11	100%	380	Good
381	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	13.2	20	11	100%	380	Fair
371	Broward	Gumbo Limbo	<i>Bursera simaruba</i>	12.4	20	14	100%	616	Fair
1060	Davie	Live Oak	<i>Quercus virginiana</i>	10.4	25	10	100%	314	Good
3381	Davie	Live Oak	<i>Quercus virginiana</i>	6.0	25	15	100%	707	Good
159	Broward	Live Oak	<i>Quercus virginiana</i>	12.8	25	14	100%	616	Good
169	Broward	Live Oak	<i>Quercus virginiana</i>	16.5	25	16	100%	804	Good
181	Broward	Live Oak	<i>Quercus virginiana</i>	17.7	25	19	100%	1,134	Good
193	Broward	Live Oak	<i>Quercus virginiana</i>	22.2	25	13	100%	531	Good
105	Broward	Live Oak	<i>Quercus virginiana</i>	20.0	25	21	100%	1,385	Good
213	Broward	Live Oak	<i>Quercus virginiana</i>	14.7	25	19	100%	1,134	Good
214	Broward	Live Oak	<i>Quercus virginiana</i>	19.7	25	12	100%	452	Good
216	Broward	Live Oak	<i>Quercus virginiana</i>	17.3	25	20	100%	1,257	Good
219	Broward	Live Oak	<i>Quercus virginiana</i>	23.2	25	24	100%	1,810	Good
220	Broward	Live Oak	<i>Quercus virginiana</i>	19.5	25	15	100%	707	Good
221	Broward	Live Oak	<i>Quercus virginiana</i>	27.4	25	18	100%	1,018	Good
299	Broward	Live Oak	<i>Quercus virginiana</i>	28.0	25	15	100%	707	Good
1093	Davie	Live Oak	<i>Quercus virginiana</i>	7.6	25	15	100%	707	Good
1103	Broward	Live Oak	<i>Quercus virginiana</i>	8.0	25	15	100%	707	Good
1113	Davie	Live Oak	<i>Quercus virginiana</i>	8.6	25	10	100%	314	Good
1114	Davie	Live Oak	<i>Quercus virginiana</i>	6.3	25	6	100%	113	Good
1061	Broward	Live Oak	<i>Quercus virginiana</i>	8.0	25	10	100%	314	Fair
155	Broward	Live Oak	<i>Quercus virginiana</i>	26.9	25	16	75%	603	Fair
301	Broward	Live Oak	<i>Quercus virginiana</i>	25.6	25	20	50%	628	Fair
71	Broward	Live Oak	<i>Quercus virginiana</i>	23.9	25	25	100%	1,963	Fair
109	Broward	Live Oak	<i>Quercus virginiana</i>	23.7	25	22	100%	1,521	Fair
142	Broward	Live Oak	<i>Quercus virginiana</i>	20.0	25	21	75%	1,039	Fair
1107	Davie	Live Oak	<i>Quercus virginiana</i>	6.6	20	5	100%	79	Good

I-595 Tree Relocation Index "High Priority List"

TAG #	AREA	COMMON NAME	BOTANICAL NAME	DBH (")	OVERALL HEIGHT (')	CANOPY RADIUS (')	CANOPY PRESENT	CANOPY AREA (SQ')	CONDITION
3382	Davie	Live Oak	<i>Quercus virginiana</i>	9.0	20	15	100%	707	Good
218	Broward	Live Oak	<i>Quercus virginiana</i>	16.2	20	20	100%	1,257	Good
1101	Broward	Live Oak	<i>Quercus virginiana</i>	9.4	20	15	100%	707	Good
1104	Davie	Live Oak	<i>Quercus virginiana</i>	9.7	20	10	100%	314	Good
1112	Davie	Live Oak	<i>Quercus virginiana</i>	9.6	20	10	100%	314	Good
1105	Davie	Live Oak	<i>Quercus virginiana</i>	6.9	20	10	100%	314	Good
310	Broward	Live Oak	<i>Quercus virginiana</i>	8.8	20	10	100%	314	Fair
1062	Davie	Live Oak	<i>Quercus virginiana</i>	14.7	20	10	100%	314	Fair
1063	Davie	Live Oak	<i>Quercus virginiana</i>	8.0	20	10	100%	314	Fair
28	Broward	Live Oak	<i>Quercus virginiana</i>	10.0	20	10	50%	157	Fair
3360	Davie	Live Oak	<i>Quercus virginiana</i>	6.0	18	15	100%	707	Good
3361	Davie	Live Oak	<i>Quercus virginiana</i>	6.0	18	10	100%	314	Good
3359	Davie	Live Oak	<i>Quercus virginiana</i>	12.0	18	15	100%	707	Good
12	Broward	Live Oak	<i>Quercus virginiana</i>	4.6	18	8	75%	151	Fair
643	Broward	Live Oak	<i>Quercus virginiana</i>	3.0	15	5	100%	79	Good
1092	Davie	Live Oak	<i>Quercus virginiana</i>	8.0	15	10	100%	314	Good
13	Broward	Live Oak	<i>Quercus virginiana</i>	5.0	13	8	100%	201	Good
611	Davie	Live Oak	<i>Quercus virginiana</i>	4.3	10	10	100%	314	Good
30	Broward	Live Oak	<i>Quercus virginiana</i>	15.6	10	9	50%	127	Fair
252	Broward	Pigeon Plum	<i>Coccoloba diversifolia</i>	10.2	20	8	100%	201	Good
206	Broward	Pigeon Plum	<i>Coccoloba diversifolia</i>	21.9	20	14	100%	616	Good
207	Broward	Pigeon Plum	<i>Coccoloba diversifolia</i>	16.0	20	7	100%	154	Good
139	Broward	Pigeon Plum	<i>Coccoloba diversifolia</i>	22.2	15	7	100%	154	Good
81	Broward	Pigeon Plum	<i>Coccoloba diversifolia</i>	7.5	15	12	100%	452	Fair
204	Broward	Pigeon Plum	<i>Coccoloba diversifolia</i>	7.0	15	5	75%	59	Fair
24	Broward	Pond Cypress	<i>Taxodium ascendens</i>	18.3	25	11	75%	285	Fair
85	Broward	Red Maple	<i>Acer rubrum</i>	20.8	20	14	50%	308	Fair
92	Broward	Red Maple	<i>Acer rubrum</i>	9.3	20	12	100%	452	Good

I-595 Tree Relocation Index "High Priority List"

The following trees are located on private property or at the I-595/University Dr.
intersection and are reserved for the Township of Davie

TAG #	AREA	COMMON NAME	BOTANICAL NAME	DBH (")	OVERALL HEIGHT (')	CANOPY RADIUS (')	CANOPY PRESENT	CANOPY AREA (SQ')	CONDITION
3692	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	15.0	10	10	100%	314	Good
3693	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	14.0	10	10	100%	314	Good
3694	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	16.0	10	10	100%	314	Good
3695	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	16.0	10	10	100%	314	Good
3696	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	16.5	10	10	100%	314	Good
3698	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	6.0	10	5	100%	79	Good
3699	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	6.0	10	5	100%	79	Good
3700	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	7.0	11	7	100%	154	Good
3701	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	7.0	11	10	100%	314	Good
3702	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	4.5	10	7	100%	154	Good
3704	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	6.5	11	5	100%	79	Good
3705	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	4.0	10	6	100%	113	Good
3708	Davie	Ribbon Palm	<i>Livistona decipiens</i>	11.6	16	5	100%	79	Good
3709	Davie	Ribbon Palm	<i>Livistona decipiens</i>	11.4	14	5	100%	79	Good
3711	Davie	Ribbon Palm	<i>Livistona decipiens</i>	10.2	14	5	100%	79	Good
3712	Davie	Ribbon Palm	<i>Livistona decipiens</i>	12.5	14	5	100%	79	Good
3713	Davie	Ribbon Palm	<i>Livistona decipiens</i>	9.8	14	5	100%	79	Good
3714	Davie	Ribbon Palm	<i>Livistona decipiens</i>	9.5	14	5	100%	79	Good
3715	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	11.0	10	10	100%	314	Good
3716	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	13.0	10	10	100%	314	Good
3717	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	12.7	10	10	100%	314	Good
3753	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	16.7	10	10	100%	314	Good
3754	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	7.5	10	10	100%	314	Good
3755	Davie	Bismark Palm	<i>Bismarckia nobilis</i>	12.5	10	10	100%	314	Good
3756	Davie	Ribbon Palm	<i>Livistona decipiens</i>	10.7	16	5	100%	79	Good
3757	Davie	Ribbon Palm	<i>Livistona decipiens</i>	10.9	14	5	100%	79	Good
3758	Davie	Ribbon Palm	<i>Livistona decipiens</i>	10.2	14	5	100%	79	Good
3759	Davie	Ribbon Palm	<i>Livistona decipiens</i>	10.8	16	5	100%	79	Good
3760	Davie	Ribbon Palm	<i>Livistona decipiens</i>	9.2	14	5	100%	79	Good
3761	Davie	Ribbon Palm	<i>Livistona decipiens</i>	10.7	14	5	100%	79	Good
3762	Davie	Ribbon Palm	<i>Livistona decipiens</i>	10.7	16	5	100%	79	Good
3763	Davie	Ribbon Palm	<i>Livistona decipiens</i>	9.0	10	5	100%	79	Good
3764	Davie	Ribbon Palm	<i>Livistona decipiens</i>	13.0	10	5	100%	79	Good
3765	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	5.5	10	8	100%	201	Good
3766	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	4.0	10	7	100%	154	Good
3767	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	5.0	11	8	100%	201	Good
3768	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	5.5	10	7	100%	154	Good
3769	Davie	Bald Cypress	<i>Taxodium distichum</i>	3.2	12	6	100%	113	Good
3770	Davie	Crape Myrtle	<i>Lagerstroemia indica</i>	5.5	10	7	100%	154	Good

I-595 Tree Relocation Index "High Priority List"

TAG #	AREA	COMMON NAME	BOTANICAL NAME	DBH (")	OVERALL HEIGHT (')	CANOPY RADIUS (')	CANOPY PRESENT	CANOPY AREA (SQ')	CONDITION
3771	Davie	Bald Cypress	<i>Taxodium distichum</i>	3.1	12	5	100%	79	Good
3772	Davie	Bald Cypress	<i>Taxodium distichum</i>	3.1	12	6	100%	113	Good
3980	Davie	Live Oak	<i>Quercus virginiana</i>	7.3	15	10	100%	314	Good
3981	Davie	Live Oak	<i>Quercus virginiana</i>	5.7	15	8	100%	201	Good
3982	Davie	Live Oak	<i>Quercus virginiana</i>	6.1	15	10	100%	314	Good
3983	Davie	Live Oak	<i>Quercus virginiana</i>	11.0	20	12	100%	452	Good
3993	Davie	Gumbo Limbo	<i>Bursera simaruba</i>	19.0	25	20	100%	1,257	Good
4005	Davie	Bald Cypress	<i>Taxodium distichum</i>	3.7	10	4	100%	50	Fair
4035	Davie	Gumbo Limbo	<i>Bursera simaruba</i>	20.4	25	10	100%	314	Good
4048	Davie	Live Oak	<i>Quercus virginiana</i>	8.1	15	10	100%	314	Good
4049	Davie	Live Oak	<i>Quercus virginiana</i>	13.4	20	13	100%	531	Good
4053	Davie	Live Oak	<i>Quercus virginiana</i>	7.0	15	8	100%	201	Good
4054	Davie	Live Oak	<i>Quercus virginiana</i>	5.1	18	6	100%	113	Good
4055	Davie	Live Oak	<i>Quercus virginiana</i>	8.0	20	10	100%	314	Good
4061	Davie	Live Oak	<i>Quercus virginiana</i>	10.6	15	10	100%	314	Good
4062	Davie	Live Oak	<i>Quercus virginiana</i>	10.0	15	10	100%	314	Good
4063	Davie	Live Oak	<i>Quercus virginiana</i>	8.0	15	10	100%	314	Good
4065	Davie	Live Oak	<i>Quercus virginiana</i>	9.5	15	10	100%	314	Good
4066	Davie	Live Oak	<i>Quercus virginiana</i>	9.5	15	10	100%	314	Good
4067	Davie	Live Oak	<i>Quercus virginiana</i>	8.7	15	10	100%	314	Good
4074	Davie	Live Oak	<i>Quercus virginiana</i>	8.5	25	15	100%	707	Good
4076	Davie	Live Oak	<i>Quercus virginiana</i>	19.3	20	20	100%	1,257	Good
4077	Davie	Live Oak	<i>Quercus virginiana</i>	17.5	20	20	100%	1,257	Good

EXHIBIT "C"

FEDERAL AND/OR STATE FUNDED CONTRACTS

The administration of resources awarded by the Department to **TOWN OF DAVIE** may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to **TOWN OF DAVIE** regarding such audit. **TOWN OF DAVIE** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. This agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

**Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

**Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

**Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

**Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

**Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison**

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT "D"
SINGLE AUDIT COMPLIANCE REQUIREMENTS

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
DOT (Department of Transportation)	55.023 State Highway Project Reimbursement	\$120,000.00

Activities Allowed: Project costs must be incurred subsequent to agreement execution (contract provision). Project scope of services identifies the types of work that are eligible for reimbursement (contract provision).

Allowable Costs: Identified in the contract document up to a lump sum or maximum limiting amount.

Eligibility: Project must be on the State Highway System.

Period of Availability: State Fiscal Year: July 1 to June 30. The contract must be executed during the fiscal year for which state funds are programmed. Once committed, the funds certify forward across fiscal years for the life of the contract.

Reporting: Project costs are reviewed and approved upon receipt of an invoice from the county of municipality.

Subrecipient Monitoring: The county or municipality is responsible for monitoring to work of subrecipients. Subrecipient invoices are reviewed, verified and paid by the county of municipality. County or municipality invoices are then reviewed and approved for payment by FDOT. Subrecipients do not invoice FDOT directly.